AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement; Building Inspection Services

Action Requested: County Manager Signature

Parties to the Agreement: City of Gunnison & Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

MOU between city and county to cover building inspection services on an as needed basis. This was originally routed for the 6/4 meeting that was cancelled; per C. Pagano okay for 6/18 agenda.

Fiscal Impact:

Submitted by: Liz Mense for Cathie Pagano **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Agree with hourly rates. Please correct IRS mileage reimbursement rate for 2019 to $0.58 per mile.
No other concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/22/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/24/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/24/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/24/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/28/2019

Revised April 2015

BUILDING OFFICE AND INSPECTION SERVICES AGREEMENT BETWEEN GUNNISON COUNTY AND CITY OF GUNNISON

The following is a Building Inspection Services Agreement between Gunnison County and the City of Gunnison allowing the Building Official/Inspector of either jurisdiction to fulfill the duties of the Building Official/Inspector of the requesting jurisdiction in their absence on an as needed basis. These services are subject to the following terms:

1. The jurisdiction requesting the services agrees to pay the total hourly cost of the employee providing the services. This cost shall include the supervision, overhead, equipment, hourly wages, and fringe benefits of the employee involved with the services provided to fulfill the Building Official/Inspector duties of the requesting jurisdiction, pursuant to the existing fee schedule adopted by the jurisdiction providing the services.

2. An administrative fee of 5% shall be applied to the Cost of Services.

3. The Building Official/Inspector of the jurisdiction providing the services will be available to perform a majority of the required inspections, including but not limited to; footings, foundations, slabs, masonry, light gauge steel framing, fire/area separations, roofing, insulation, air sealing, mechanical, drywall, and final inspections for Certificate of Occupancy.

4. The inspections to be performed will not include; plumbing, electrical, fire suppression/alarm systems, and the special inspections that are required as outlined in the International Building Code, Chapter 17.

5. Service availability for required inspections shall be Monday – Friday during regular business hours. Occasional special circumstances beyond the time stated herein may be accommodated as determined appropriate by the Building Official/Inspector of the jurisdiction providing the services.

6. The Building Official/Inspector of the jurisdiction providing the services will not be obligated to set hours at the Building Office of the requesting jurisdiction, but his/her duties will include those customarily associated with such work, including but not limited to, field inspections; building code interpretations; returning phone messages; and other customer service needs requested by the Community Development Director. All inspection requests and building code related inquiries will need to be forwarded to the Building Official/Inspector of the jurisdiction providing the services for the duration of the requested timeframe.

7. Each jurisdiction shall provide their own vehicle for their employee to perform the requested services of the other jurisdiction. A fee of $ 0.58 per mile (current published IRS reimbursement rate) will be assessed by the jurisdiction providing the services.

8. Following any service provided to the jurisdiction requesting the services, the Building Official/Inspector shall submit an invoice for the services along with an itemized summary of the tasks provided to the requesting jurisdiction. The requesting jurisdiction agrees to pay for those itemized services documented on the invoice.

9. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by either party of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

11. This Agreement may be executed by facsimile or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together

as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document.

12. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

13. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

14. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

Signed:

Matthew Birnie, Gunnison County Manager _____ Date: _____

Russ Forrest, City of Gunnison Manager _____ Date: _____

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

Fee Schedule for Inspection Services for other Jurisdictions

Building and Environmental Health Official Hourly Rate: $53.34/hour

Building and Environmental Health Inspector Hourly Rate: $46.03/hour

Rates subject to annual changes based on labor rate increases and/or changes.